SERIAL 05020 - C FLOOD WARNING EQUIPMENT

CONTRACT PERIOD THROUGH JUNE 30, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for FLOOD WARNING EQUIPMENT (NIGP CODE 96188)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 08, 2005.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

CH/ks Attach

Copy to: Clerk of the Board

Gabriela Varadi, Flood Control Steve Waters, Flood Control

Kathy Sicard, Materials Management

FLOOD WARNING EQUIPMENT [NIGP 96188]

1.0 INTENT:

The intent of this Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents.

2.0 <u>TECHNICAL SPECIFICATIONS</u>:

2.1 ALERT DATA REPEATER:

- 2.1.1 The repeater shall be a store and forward radio telemetry repeater fully compatible with all ALERT transmitters and hydrometeorologic sensors used by the Flood Control District of Maricopa County.
- 2.1.2 The repeater shall be programmable to respond only to selected I.D.'s or groups of I.D.'s
- 2.1.3 The repeater shall check the data format for validity. Invalid data shall not be retransmitted.
- 2.1.4 The repeater shall be capable of receiving 2 different frequencies from 2 separate antennas and re-transmitting on another frequency.
- 2.1.5 The repeater shall have a 5 watt radio and be capable of supporting a power amplifier.
- 2.1.6 The repeater shall be equipped with a 12v, 18 amp-hour, sealed gel cell battery, and a 3 pin MS connector for a solar panel.
- 2.1.7 The repeater, supporting electronics, and a battery shall be mounted in a cylindrical weather proof aluminum enclosure with a removable weather resistant lid.
- 2.1.8 The repeater shall have 1 precipitation input, 1 up/down counter input, 7 analog inputs, 1 wind input, 1 SDI-12 input.
- 2.1.9 The repeater shall have standby power requirements of 65 mAmps or less.
- 2.1.10 The repeater shall be fully programmable with a portable computer and a windows based program. This is to include which I.D.'s to pass, all operational parameters of the repeater including transmit and receive radio setting, sensor setup and calibrations, repeater delay, talk back intervals and on board data logging.

2.2 TIPPING BUCKET RAIN GAGE:

- 2.2.1 The tipping bucket rain gage shall be compatible with the ALERT data transmitters that are used by the Flood Control District of Maricopa County. They shall be supplied with the appropriate MS-type connector and enough cable to allow easy removal from the standpipe housing during routine maintenance.
- 2.2.2 The tipping bucket shall initiate a signal via magnetic reed switch (momentary contact closure) at 1mm increments.
- 2.2.3 The tipping bucket rain gage shall have an accuracy of +/- 3% up to 10 inches per hour.
- 2.2.4 The tipping bucket housing shall be constructed of .064" (14gauge) aluminum, 12 inches in diameter and 24 inches high. It shall be constructed in 2 parts to allow the top part of the house to be removed without disturbing the tipping bucket. It must be compatible with existing Flood Control District of Maricopa County standpipes. It must have 4 mounting holes at the bottom of the housing to attach to existing standpipes.

- 2.2.5 The tipping bucket house shall be constructed to allow water to drain out while keeping bugs out.
- 2.2.6 The tipping bucket shall require no power, and shall use magnetic switching.
- 2.2.7 The tipping bucket shall incorporate a 3-point leveling system with a bulls eye level, and have adjustments for easy calibration in the field.
- 2.2.8 The tipping bucket shall have non-corrosive bearings.
- 2.2.9 The tipping bucket shall be constructed in such a way as to resist failure due to extreme temperatures, such as freezing of water in the tipping bucket or failure of any component due to heat buildup.
- 2.2.10 The tipping bucket house shall include a removable funnel with 2 debris screens.

2.3 WATER LEVEL GAGE / SUBMERSIBLE PRESSURE TRANSDUCER

- 2.3.1 The submersible pressure transducer shall be fully compatible with the ALERT data transmitters used by the Flood Control District of Maricopa County. They shall be supplied with the appropriate MS-type connector, a desiccant chamber, 100' of vented signal cable and 15' of non-vented shielded signal cable between the desiccant chamber and the transmitter, unless other cable lengths are specified.
- 2.3.2 The signal cable shall be molded polyurethane sheathed cable for waterproofing and vented to the atmosphere.
- 2.3.3 The desiccant chamber shall be housed in a NEMA 4X enclosure that is mounted inside the station stand pipe.
- 2.3.4 The pressure transducer shall have an over pressure rating of 4 times the rated pressure without calibration drift.
- 2.3.5 Operating temperatures of –20 to +80 degrees Celsius.
- 2.3.6 Accuracy to +/- 0.1% of full scale.
- 2.3.7 Capable of 0.025 ft. resolution.

2.4 WATER LEVEL GAGE / NON SUBMERSIBLE PRESSURE TRANSDUCER

- 2.4.1 The non-submersible pressure sensor shall be used to interface with existing Flood Control District of Maricopa County equipment. It shall be supplied with necessary connectors, signal conversion devices signal cable and batteries.
- 2.4.2 Operational temperatures shall be from –40 to + 60 degrees Celsius.
- 2.4.3 Overpressure rating shall be twice the rated pressure.
- 2.4.4 Resolution shall be .002 %.
- 2.4.5 Accuracy shall be less than 0.02% error in reading full scale output.
- 2.4.6 Pressure range shall be 0 to 30 psi.
- 2.4.7 Must be fully programmable and offer on board data logging.

2.5 REMOTE ALERT WEATHER STATION

- 2.5.1 ALERT weather stations shall be used by Flood Control District of Maricopa County to monitor precipitation, wind speed and direction, temperature and humidity, barometric pressure, solar radiation, and stream depth in remote locations.
- 2.5.2 The weather station shall be housed in a standard ALERT weather station Standpipe housing.
- 2.5.3 The weather sensors shall be mounted on mast arms which can be attached to the Alert standpipe antenna mast.
- 2.5.4 The wind speed and direction sensor shall be mounted a minimum of four feet above the top of the tipping bucket top section.
- 2.5.5 The temperature and humidity sensor shall be supplied with a solar radiation shield.
- 2.5.6 All sensors shall be compatible with a standard ALERT data transmitter used by The Flood Control District of Maricopa County, and as such, shall be supplied with the necessary MS-type connectors and signal cables and mounting brackets.

2.6 SOLAR PANEL

- 2.6.1 Shall be minimum 12 volt, 80ma.
- 2.6.2 Shall have a antenna mast mounting bracket.
- 2.6.3 Must have a minimum of 18 feet of shielded cable terminating with a MS-type connector.
- 2.6.4 Panel shall be equipped with a voltage regulating device to prevent battery overcharge.

2.7 ANTENNAS

- 2.7.1 Antenna to be determined by site requirements.
- 2.7.2 Antennas offered shall include, High gain (3db) omni, and 7db gain directional.
- 2.7.3 Antenna cable shall be included with each station.
- 2.7.4 Antenna cable shall be terminated with UHF connector on one end and a BNC connector on the other end.
- 2.7.5 Antenna cable shall be a minimum RG8/U.

2.8 MAP DISPLAY INTERFACE

- 2.8.1 Map display hardware shall allow the ALERT base station computer to control Lights on a map board.
- 2.8.2 The map display interface shall allow the ALERT base station computer to turn on lights when rainfall is detected, water levels rise or status lines change state.
- 2.8.3 The map display interface shall cause the lights to flash when alarms are detected by the system.
- 2.8.4 The map display interface shall be able to control 100 lights.

2.8.5 The map display interface shall be full compatible with existing Flood Control District of Maricopa County equipment, computers and software.

2.9 RECEIVER / DECODER FOR BASE STATION

- 2.9.1 The receiver / decoder shall be equipped with a synthesized receiver with selectable frequencies to be specified be Flood Control District of Maricopa County.
- 2.9.2 The receiver shall have an internal speaker for local audio feedback.
- 2.9.3 The receiver shall be supplied with audio cable to interface with the decoder, and an interface cable between the decoder and the base station.
- 2.9.4 The receiver shall have a switch to disable the speaker.
- 2.9.5 The receiver shall monitor quality of valid transmissions, noise ratio and loading (ratio of time.).
- 2.9.6 The receiver and decoder shall be powered by 12VDC with terminal strip connectors and direct 110VAC.
- 2.9.7 The decoder shall have a audio output of 800 mvp-p sent through a RS232 type connector.

2.10 STANDPIPES

Precipitation:

- 2.10.1 Station standpipe shall be constructed of not less than .064" (14gauge) aluminum with a welded, waterproof bottom.
- 2.10.2 Standpipe shall be 12 inches in diameter.
- 2.10.3 Standpipe shall be compatible with all existing tipping bucket houses and antenna masts used by the Flood Control District of Maricopa county.
- 2.10.4 Standpipe shall be 10' in length.
- 2.10.5 Standpipe shall have a weather proof locking access door to allow removal of transmitter and other equipment for service.
- 2.10.6 tandpipe shall have a side mounted antenna mast.
- 2.10.7 Top of antenna mast must be a minimum of 5' above top of standpipe.
- 2.10.8 Antenna mast must be hollow for channeling of cables from antenna , solar panel, and any other devices that are mounted on the mast.
- 2.10.9 Mast is to be attached to the standpipe in a secure manner, with non-corrosive devices to withstand the elements of nature, and to shield the hole through which the cables from the mast are channeled into the standpipe.
- 2.10.10 Standpipe and mast must be either primed and painted, or powder coated (color to be specified by Flood Control District of Maricopa County) except for the bottom two feet of the standpipe, which remains bare aluminum.

2.11 REPEATERS / WEATHER STATIONS

- 2.11.1 Standpipe shall be 12 feet in length.
- 2.11.2 Other specifications are the same as the precipitation standpipe except for the antenna mast on repeater standpipes. Repeater standpipes must have a collar to be anchored in concrete at base of standpipe and a support to be attached to the top of the standpipe to hold the 20' length of 1 1/2" to 2" diameter galvanized pipe (supplied by user) that is used as the mast. Collar at bottom allows galvanized pipe to be removed for antenna service.

2.12 ALERT DATA TRANSMITTER:

The transmitter shall transmit data in ALERT binary format, by line of sight radio telemetry on an event basis and a programmable timed interval.

- 2.12.1 The telemetry radio shall have multiple switch selectable synthesized frequencies. It shall comply with all FCC rules and regulations.
- 2.12.2 The transmitter shall have standby power requirements of less than 150 uA, shall be powered by a 12 volt, 12 to 18 amp-hour sealed gel cell battery, and shall be equipped with a 3 pin MS connector for solar panel charging.
- 2.12.3 I.D. assignments shall be switch selectable using rotary dip switches, and also shall be computer programmable to over-ride switch settings if needed.
- 2.12.4 RF warm up times, analog and digital transmit intervals, radio transmit parameters, and sensor setup and calibrations shall be programmable with a computer in the field. Transmitter shall have the ability to set and read individual sensors, access on-line help, and perform diagnostics at the remote site.
- 2.12.5 Transmitter shall be capable of providing seven analog inputs with 10 bit resolution and $\pm 0.25\%$ non-linearity error.
- 2.12.6 Transmitter shall have 4 digital inputs. 2 shall be up/down accumulators and 2 shall be up only accumulators with pre-divide counters.
- 2.12.7 Transmitter shall have 1 analog channel dedicated to reading battery voltage.
- 2.12.8 Transmitter shall have a female BNC connector to connect to antenna.
- 2.12.9 The transmitter shall have the ability to directly interface with low level type analog sensors such as pressure transducers which offer the choice of constant voltage or constant current excitation.
- 2.12.10 The transmitter shall convert the analog sensor output to a digital signal between 0 and 2047.
- 2.12.11 The transmitter shall disable if the battery voltage drops low enough to damage the battery.
- 2.12.12 The radio transmitter, supporting electronics, and battery shall be mounted in a single cylindrical weather-proof aluminum enclosure with a removable water-resistant lid.
- 2.12.13 Transmitter shall have a 9 pin D-TYPE RS232 female connector on the circuit board for computer connection to program the transmitter and calibrate the sensor data.

- 2.12.14 Transmitter shall be fully compatible with all sensors, computers and other equipment used be the Flood Control District of Maricopa County.
- 2.12.15 Transmitter shall be capable of logging all data on board in battery backed up memory which can be downloaded in the field with a computer in the event of a radio failure or where the transmitter
- 2.12.16 Panel shall be equipped with a voltage regulating device to prevent battery overcharge.

2.13 USAGE REPORT:

The Contractor shall furnish the County a <u>quarterly</u> usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.14 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have thirty (30) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.15 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within forty-five(45) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.16 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.17 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.18 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.19 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.19.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.19.2 Documentation that names the replacement product or model.
- 2.19.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.19.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.19.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.20 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.21 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.22 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.23 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.24 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 <u>Insurance Requirements</u>.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.6.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT CONSULTANT, 602-506-6476 chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE WATERS, FLOOD CONTROL DISTRICT, 602 506 4694

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.10.1 Compliance with specifications
- 3.10.2 Price
- 3.10.3 Determination of responsibility

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) electronic copy of ATTACHMENT A (Pricing) on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.13.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.13.2 Pricing pages, MANDATORY (Attachment A)
- 3.13.3 Agreement page, MANDATORY (Attachment B)
- 3.13.4 References (Attachment C)
- 3.13.5 Copies of Catalogs/Pricing Documents (if required)
- 3.13.6 Literature, Technical and Descriptive, MANDATORY

HIGH SIERRA ELECTRONICS, INC., 155 SPRING HILL DR STE 106, GRASS VALLEY, CA 95945

PRICING SHEET B0700108/C666010/N96188
WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X_ YES NO
WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? _X YES NO VISA & Mastercard
IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES _X NO
INTERNET ORDERING CAPABILITY: YES NO0_ % DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _X_YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PR	ICING IT	EM DESCRIPTION	UNIT PRICE
1.1	Alert Data Repeater (Per Specification 2.1)	Model 3300-20	\$3,300.00 /ea.
1.2	Tipping Bucket Rain Gauge (Per Specification 2.2)	Model 2400-15	\$560.00 /ea.
1.3	Water Level Gauge Submersible Pressure Tra (Per Specification 2.3)	Model 6600 unsducer	\$950.00 /ea.
1.4	Water Level Gauge Non-Submersible Pressur (Per Specification 2.4)	e Transducer	\$2,200.00 /ea.
1.5	Remote Alert Weather St (Per Specification 2.5)	ation Model 3451	\$5,809.00 /ea.
1.6	Solar Panel (Per Specification 2.6)	Model 5301	\$132.00 /ea.
1.7	Antennas (Per Specification 2.7)	Model 7100 3dB Model 7105 7dB	\$110.00 /ea. \$285.00 /ea.
1.8	Map Display Interface (Per Specification 2.8)	Model 8199	\$2,850.00 /ea.
1.9	Receiver/Decoder for Bas (Per Specification 2.9)	se Station Model 1000 & 4500	\$1,550.00 /ea.

HIGH SIERRA ELECTRONICS, INC., 155 SPRING HILL DR STE 106, GRASS VALLEY, CA 95945

<u>1.0 PRI</u>	<u>CING</u> <u>IT</u>	EM DESCRIPTION	<u>UNIT PRICE</u>
1.10	Standpipes (Per Specification 2.10)	Model 7000	\$975.00 /ea.
1.11	Repeaters/Weather Statio (Per Specification 2.11)		\$1,125.00 /ea.
1.12	Alert Data Transmitter (Per Specification 2.12)		No Bid

2.0 ADDITIONAL PRICING

2.1 Extended Warranty

2.1.1	Year 1	Included	l/per year
2.1.2	Year 2	5%	/per year
2.1.3	Year 3	5%	/per year
2.1.4	Year 4	10%	/per year
2.1.5	Year 5	10%	/per year

2.2 Incidental Maintenance/Repair Items List minus 0 %

2.2.3 Additional Pricing

HSE submitted a hard-copy of its entire price list for consideration. We would be happy to discuss the County's equipment needs and the appropriateness of HSE equipment.

Terms: Net 30

Vendor Number: W000001687 X

Telephone Number: 800-275-2080 / 530-273-2080

Fax Number: 530-273-2089

Contact Person: Tom Ogden, Jack Peterson

E-mail Address: tomogden@highsierraelectronics.com, jackpeterson@highsierraelectronics.com

Company Web-Site: www.highsierraelectronics.com

Insurance Certificate: Required

Contract Period: To cover the period ending **JUNE 30, 2010.**

HYDROLYNX SYSTEMS, INC., 950 RIVERSIDE PARKWAY STE 10, WEST SACRAMENTO, CA 95605

PRICING SHEET	B0700108/C666010/N96188
WILLING TO ACCEPT F	UTURE SOLICITATIONS VIA EMAIL: _X_ YES NO
WILL YOUR FIRM ACC	EPT A PROCUREMENT CARD FOR INVOICE PAYMENT? _X_ YES NO
<i>'</i>	NTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS WITH A PROCUREMENT CARD? YESX_ NO
INTERNET ORDERING O	CAPABILITY: YESXNO% DISCOUNT
OTHER GOV'T. AGENCI	ES MAY USE THIS CONTRACT:XYES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PR	CING	ITEM DESCRIPTION	UNIT PRICE
1.1	Alert Data Repea (Per Specificatio		\$4,412.00 /ea.
1.2	Tipping Bucket Rain Gauge (Per Specification	n 2.2)	\$548.00 /ea
1.3	Water Level Gau Submersible Pres (Per Specification	ssure Transducer	\$1,252.00 /ea
1.4	Water Level Gau Non-Submersible (Per Specification	e Pressure Transducer	\$5,280.0 /ea.
1.5	Remote Alert We (Per Specification		\$7,356.00 /ea.
1.6	Solar Panel (Per Specificatio	n 2.6)	\$258.00 /ea.
1.7	Antennas (Per Specificatio	n 2.7)	\$180.00 /ea.
1.8	Map Display Into (Per Specificatio		\$2,760.00 /ea.
1.9	Receiver/Decode (Per Specificatio	er for Base Station n 2.9)	\$3,032.00 /ea.

HYDROLYNX SYSTEMS, INC., 950 RIVERSIDE PARKWAY STE 10, WEST SACRAMENTO, CA 95605

1.0 PRI	CING <u>ITEM DESCRIPTION</u>	UNIT PRICE
1.10	Standpipes (Per Specification 2.10)	\$1,560.00 /ea.
1.11	Repeaters/Weather Stations (Per Specification 2.11)	\$3,216.00 /ea.
1.12	Alert Data Transmitter (Per Specification 2.12)	\$2,480.00 /ea.

2.0 ADDITIONAL PRICING

2.1	Extended	Warranty
4.1	Latenaca	vv arrant v

2.1.1	Year 1	Included/per year
2.1.2	Year 2	/per year
2.1.3	Year 3	/per year
2.1.4	Year 4	/per year
2.1.5	Year 5	/per year

2.2 Incidental Maintenance/Repair Items List minus 0% See attached Hardware service policy

2.3 Maricopa County to receive 8% discount from attached price list List minus 8%

2.4 Water Level Gauge Options not in price list Non-Submersible Pressure Transducer

 H355XLQI
 H350XL/H355, dessicating air dryer, 5096QI
 \$5,280.00 /ea.

 H355XL
 H350XL/H355, dessicating air dryer
 \$5,050.00 /ea.

 H350XL
 H350XL only
 \$2,850.00 /ea.

 5096QI5096
 Quadrature interface
 \$230.00 /ea.

Terms: Net 30

Vendor Number: W000000800 X

Telephone Number: 916-374-1800

Fax Number: 916-374-1877

Contact Person: Kimberly Blair

E-mail Address: <u>kblair@hydrolynx.com</u>

Company Web-Site: <u>www.hydrolynx.com</u>

Insurance Certificate: Required

Contract Period: To cover the period ending JUNE 30, 2010.